

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

UNITED STATES OF AMERICA, *ex rel.*
RESOLUTE 3 LLC,

Plaintiffs,

v.

LABQ CLINICAL DIAGNOSTICS, LLC, *et al.*,

Defendants.

22 Civ. 751 (LJL)

UNITED STATES OF AMERICA *et al., ex rel.*
NJ CHALLENGER LLC,

Plaintiffs,

v.

LABQ CLINICAL DIAGNOSTICS, LLC, *et al.*,

Defendants.

22 Civ. 10313 (LJL)

UNITED STATES OF AMERICA

Plaintiff-Intervenor,

v.

LABQ CLINICAL DIAGNOSTICS, LLC;
COMMUNITY MOBILE TESTING, INC.;
DART MEDICAL LABORATORY, INC.; and
MOSHE LANDAU,

22 Civ. 751 (LJL)
22 Civ. 10313 (LJL)

Defendants.

STIPULATION AND ORDER

WHEREAS, on August 2, 2024, this Court entered a Stipulation and Order (the “Stipulation”) (ECF 60) agreed to by and between the undersigned parties ordering writs of garnishment and writs of attachment, and subsequently approved additional writs of attachment by Order dated September 20, 2024 (ECF 176) on certain properties (collectively, the “Wrts”);

WHEREAS, the Stipulation permitted Defendants to seek relief from the Wrts to pay Covered Expenses, including “reasonable attorney’s fees of any of the Defendants,” which “shall not exceed the next three months’ worth of anticipated expenses” (ECF 60);

WHEREAS, the Stipulation provides that “Defendants may grant liens upon those properties that are subject to the Wrts” if lenders “require such collateral for loans” (ECF 60);

WHEREAS, the Stipulation provides that the “Government may consent to the Defendants granting such liens and subordinating its interests in the Properties as needed to fund the Covered Expenses, which consent shall not be unreasonably withheld” (ECF 60);

WHEREAS, Defendants have represented that they need to take \$9,009,613.43 of loans (the “Total Loan Value”) on properties subject to Wrts in order to pay past attorney’s fees and anticipated attorney’s fees over the next three months;

WHEREAS, subject to the conditions below, the Government agrees to subordinate its Wrts on the properties specified in the chart contained in paragraph 5 (the “Stipulated Properties”, or, when referred to in the singular, a “Stipulated Property”) to liens on the Stipulated Properties (the “Liens,” or when referred to in the singular, a “Lien”) used to secure the loans to the Defendants that are secured by the Stipulated Properties (the “Loans,” or when referred to in the singular, a “Loan”);

WHEREAS, the Defendants do not yet have Loans on the Stipulated Properties but represent that they need this Order to obtain the Loans;

WHEREAS, the parties are seeking Court approval to effectuate their agreement; NOW THEREFORE, it is hereby stipulated and agreed to by and between the undersigned parties, and upon approval by the Court, it is so ORDERED as follows:

1. The Government agrees to subordinate the Writs approved by the Court on the Stipulated Properties to Liens on the Stipulated Properties securing the Loans to Defendants as set forth herein.
2. The principal of the Loan borrowed against each Stipulated Property shall not exceed the “Amount of Loan(s)” specified below in paragraph 5 as to that Stipulated Property. If more than one Loan is borrowed against a Stipulated Property, the aggregated amount of the principal of those Loans shall not exceed the “Amount of Loan(s)” specified below as to that Stipulated Property.
3. The aggregate amount of all the Loans may not exceed the Total Loan Value. The aggregate value of all the Liens may not exceed the Total Loan Value.
4. The amount of any Lien placed on a Stipulated Property will not exceed the “Amount of Loan(s)” for that Stipulated Property. If multiple Liens are placed on a Stipulated Property, the aggregated amount of such Liens shall not exceed the “Amount of Loan(s)” for that Stipulated Property.
5. The following are the Stipulated Properties:

Property	Writ of Attachment (ECF)	Amount of Loan(s)
120 Sowers Drive	ECF 248	\$482,600
139 Winding Hill Drive	ECF 86	\$584,700
14 Winding Hill Drive	ECF 77	\$605,900
151 Winding Hill Drive	ECF 277	\$582,800

158 Sowers Drive	ECF 84	\$516,500
20 Winding Hill Drive	ECF 245	\$585,316.67
223 Winding Hill Drive	ECF 269	\$581,300
227 Winding Hill Drive	ECF 90	\$585,200
23 Winding Hill Drive	ECF 280	\$598,268.12
24 Winding Hill Drive	ECF 67	\$582,400
244 Winding Hill Drive	ECF 73	\$576,400
252 Winding Hill Drive	ECF 257	\$604,808.64
299 Winding Hill Drive	ECF 271	\$601,800
303 Winding Hill Drive	ECF 71	\$577,800
305 Winding Hill Drive	ECF 270	\$589,100
329 Winding Hill Drive	ECF 268	\$576,404.90
34 Winding Hill Drive	ECF 66	\$588,400
37 Winding Hill Drive	ECF 83	\$600,000

6. Within 7 days of execution of each of the Loans, Defendants shall provide copies of any loan agreements for such Loans.

7. Subject to Paragraph 8, a Lien on a Stipulated Property is deemed superior to the Writ issued on that Stipulated Property. As such, the Lien will have priority over the Writ on that Stipulated Property.

8. If the Lien or Liens on a Stipulated Property in the aggregate exceed the "Amount of Loan(s)" for that Stipulated Property, as referenced in the chart in Paragraph 5 above, the Writ on that Stipulated Property is subordinated only to the "Amount of Loan(s)" for that Stipulated Property as set forth in Paragraph 5, and otherwise has priority over the Lien or Liens.

9. Other than as set forth expressly herein, nothing in this Order shall impact the validity or priority of the Writs.

Dated: April 11, 2025
New York, New York

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Acting United States Attorney for the
Southern District of New York

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Dated: April ___, 2025
Brooklyn, New York

MOSHE LANDAU

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April ___, 2025

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April ____, 2025

Attorneys for Moshe Landau

SO ORDERED:

Dated: New York, New York
April 14, 2025, 2025



HONORABLE LEWIS J. LIMAN
UNITED STATES DISTRICT JUDGE

Signature: 
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